

HOGAN & HARTSON

RECORDATION NO. 20113 FILED 1425

L.L.P.

MAY 29 1996 - 1:15 PM

INTERSTATE COMMISSION ON COLUMBIA SQUARE

May 29, 1996

555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109

TEL (202) 637-5600

FAX (202) 637-5910

RECEIVED
SURFACE TRANSPORTATION BOARD
MAY 29 1996
11 PM '96

Remember Date - Phil A. Thrush

BY HAND DELIVERY

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11301 and in accordance with 49 C.F.R. § 1177, the documents described below are enclosed herewith for filing and recordation.

1. One (1) executed original and two (2) certified true copies of the Trust Indenture and Security Agreement, a primary document, dated May 29, 1996.

The names and addresses of the parties to this document are as follows:

Owner Trustee: State Street Bank and Trust Company
of Connecticut, National Association
225 Franklin Street
Boston, Massachusetts 02110

Indenture Trustee: The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670-0126

2. One (1) executed original and two (2) certified true copies of the Equipment Lease Agreement, a primary document, dated May 29, 1996.

The names and addresses of the parties to this document are as follows:

Owner Trustee/Lessor: State Street Bank and Trust Company
of Connecticut, National Association
225 Franklin Street
Boston, Massachusetts 02110

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Mr. Vernon A. Williams
Secretary
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Lessee: Union Tank Car Company
 225 West Washington Street, 19th Floor
 Chicago, Illinois 60606

3. One (1) executed original and two (2) certified true copies of Trust Indenture Supplement No. 1, a secondary document, dated May 29, 1996.

The names and addresses of the parties to this document are as follows:

Owner Trustee: State Street Bank and Trust Company
 of Connecticut, National Association
 225 Franklin Street
 Boston, Massachusetts 02110

Owner Participant: First Union Commercial Corporation
 One First Union Center
 Charlotte, North Carolina 28288-0570

4. One (1) executed original and two (2) certified true copies of Lease Supplement No. 1, a secondary document, dated May 29, 1996.

The names and addresses of the parties to this document are as follows:

Owner Trustee/Lessor: State Street Bank and Trust Company
 of Connecticut, National Association
 225 Franklin Street
 Boston, Massachusetts 02110

Lessee: Union Tank Car Company
 225 West Washington Street, 19th Floor
 Chicago, Illinois 60606

A description of the railroad equipment which is the subject of the Trust Indenture and Security Agreement, the Equipment Lease Agreement, Trust Indenture Supplement No. 1, and Lease Supplement No. 1 (documents 1-4 described above) is set forth on Schedule 1 to Lease Supplement No. 1.

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Secretary
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5. One (1) executed original and two (2) certified true copies of the Union Tank Car Company Equipment Trust Agreement, a primary document, dated May 29, 1996.

The names and addresses of the parties to this document are as follows:

Trustee: The First National Bank of Chicago
 One First National Plaza
 Chicago, Illinois 60670-0126

Company: Union Tank Car Company
 225 West Washington Street, 19th Floor
 Chicago, Illinois 60606

A description of the railroad equipment which is the subject of this Union Tank Car Company Equipment Trust Agreement is set forth on Schedule 1 to this Equipment Trust Agreement.

6. One (1) executed original and two (2) certified true copies of the Procor Limited Equipment Trust Agreement, a primary document, dated May 29, 1996.

The names and addresses of the parties to this document are as follows:

Trustee: The First National Bank of Chicago
 One First National Plaza
 Chicago, Illinois 60670-0126

Company: Procor Limited
 2001 Speers Road
 Oakville, Ontario, Canada L6J 5E1

A description of the railroad equipment which is the subject of this Procor Limited Equipment Trust Agreement is set forth on Schedule 1 to this Equipment Trust Agreement.

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Also enclosed is a payment in the amount of \$126.00 in order to cover the required recordation fee. Please return to bearer the one (1) stamped original and one (1) stamped certified true copy of each of the enclosed documents.

Sincerely,

Robert A. Johnson Jr.

Robert A. Johnson Jr.
Legal Assistant

Enclosures

RECORDED NO. 20113 ^B
FILED 1425
MAY 29 1996 - 1 PM
FEDERAL COMMERCIAL COMMISSION

**TRUST INDENTURE SUPPLEMENT NO. 1
(UTC Trust No. 1996-A)
(L-14F)**

This Indenture Supplement No. 1 (UTC Trust No. 1996-A) (L-14), dated May 29, 1996 (this "Indenture Supplement"), of State Street Bank and Trust Company of Connecticut, National Association, a Massachusetts trust company, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (UTC Trust No. 1996-A) (L-14F), dated May 29, 1996 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and First Union Commercial Corporation, a North Carolina corporation, as Owner Participant:

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (UTC Trust No. 1996-A) (L-14F) dated May 29, 1996 (the "Indenture"), between the Owner Trustee and The First National Bank of Chicago, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Units covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Units to the Indenture Trustee;

WHEREAS, the Indenture includes the Units described in the copy of Lease Supplement No. 1 attached hereto and made a part hereof; and

WHEREAS, an executed counterpart of the Indenture is attached to this Indenture Supplement;

NOW, THEREFORE; in order to secure the prompt payment of the principal of, and Make-Whole Amount, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Equipment described in the copy of Lease Supplement No. 1 attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to such Lease Supplement (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the

Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Equipment Notes issued and outstanding under this Indenture Supplement rank on a parity with each other Equipment Note and with each other series of the Equipment Notes and that, as to each other Equipment Note of and each other series of the Equipment Notes, they be secured equally and ratably by the collateral described herein, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise, and that each such Equipment Note be entitled to the same benefits and security in the Indenture and this Indenture Supplement as each other.

The Equipment Notes issued under this Indenture Supplement shall be designated as Equipment Notes 1996-A, Series A or Series B. The Equipment Notes shall be substantially in the form set forth in Section 2.01 of the Indenture. The Equipment Notes issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued in the maturities and principal amounts and shall bear interest as specified in Exhibits B and B-1 hereto. The principal of each Equipment Note shall be payable in installments, on each Installment Payment Date and the Maturity Date, in amounts equal to the Installment Payment Amount for each such Installment Payment Date and Maturity Date as set forth for such Equipment Notes.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, on the day and year first above written.

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL ASSOCIATION,
not in its individual capacity, but solely as Owner
Trustee

By:
Name:
Title:


Roland S. Gustafson
Assistant Vice-President

State of)
Massachusetts) SS
County of Suffolk)

On this 23rd day of May 1996, before me personally appeared Roland S. Gustafsen, to me personally known, who being by me duly sworn, say that he is Assistant Vice President of State Street Bank and Trust Company of Connecticut, National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public



[Notarial Seal]

SCOTT KNOX
Notary Public

My commission expires: My Commission Expires July 12, 2002

**LEASE SUPPLEMENT NO. 1
(UTC Trust No. 1996-A) (L-14F)**

This Lease Supplement No. 1, dated May 29, 1996 between State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and Union Tank Car Company, a Delaware corporation ("Lessee");

Witnesseth:

Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (UTC Trust No. 1996-A) (L-14F) dated May 29, 1996 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

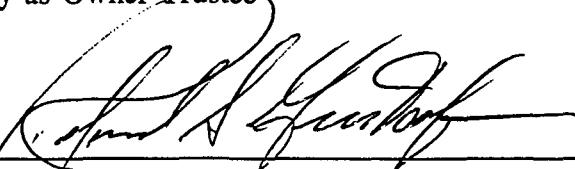
The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof for, among other things, the purpose of particularly describing all or a portion of the Units of Equipment to be leased to Lessee under the Lease.

Now, Therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Units described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York; *provided, however,* that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written and to be delivered on the date first above written.

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, NATIONAL
ASSOCIATION, not in its individual capacity but
solely as Owner Trustee

By: 
Name: Roland S. Gustafson
Title: Assistant Vice-President

UNION TANK CAR COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written and to be delivered on the date first above written.

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, NATIONAL
ASSOCIATION, not in its individual capacity but
solely as Owner Trustee

By: _____
Name:
Title:

UNION TANK CAR COMPANY

By: Mark Garrette
Name: Mark J. Garrette
Title: Vice President

State of)
Massachusetts) SS
County of Suffolk)

On this 23rd day of May, 1996, before me personally appeared Roland S. Gustafsen, to me personally known, who being by me duly sworn, say that he is Assistant Vice President of State Street Bank and Trust Company of Connecticut, National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

SCOTT KNOX

Notary Public

My commission expires: My Commission Expires July 12, 2002

State of Illinois)
)
) SS
County of Cook)

On this _____ day of May, 1996, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is the _____ of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of)
) SS
County of)

On this _____ day of May, 1996, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of State Street Bank and Trust Company of Connecticut, National Association, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of Illinois)
) SS
County of Cook)

On this 23 day of May, 1996, before me personally appeared Mark J. Garrett, to me personally known, who being by me duly sworn, say that he is Sr. VP & Controller of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

"OFFICIAL SEAL"
Sandra R. Toman
Notary Public, State of Illinois
No. 222157
My Commission Expires 4-18-98

Sandra R. Toman
Notary Public

[Notarial Seal]

My commission expires:

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
Pressure Cars				
PROX	30070	95/11	T389	112J340W
PROX	30071	95/12	T389	112J340W
PROX	30072	95/11	T389	112J340W
PROX	30073	95/11	T389	112J340W
PROX	30074	95/12	T389	112J340W
PROX	30075	95/12	T389	112J340W
PROX	30076	95/12	T389	112J340W
PROX	30077	95/12	T389	112J340W
PROX	30078	95/12	T389	112J340W
PROX	30079	95/12	T389	112J340W
PROX	31442	95/12	T389	112J340W
PROX	31443	95/11	T389	112J340W
PROX	31444	95/11	T389	112J340W
PROX	31445	95/11	T389	112J340W
PROX	31446	95/11	T389	112J340W
PROX	31447	95/11	T389	112J340W
PROX	31448	95/11	T389	112J340W
PROX	31449	95/11	T389	112J340W
PROX	31450	95/11	T389	112J340W
PROX	31451	95/11	T389	112J340W
PROX	31452	95/12	T389	112J340W
PROX	31453	95/11	T389	112J340W
PROX	31454	95/12	T389	112J340W
PROX	31455	95/12	T389	112J340W
PROX	31456	95/12	T389	112J340W
PROX	31457	95/12	T389	112J340W
PROX	31458	95/12	T389	112J340W
PROX	31459	95/12	T389	112J340W
PROX	31460	95/11	T389	112J340W
PROX	31461	95/11	T389	112J340W
PROX	31462	95/12	T389	112J340W
PROX	31463	95/12	T389	112J340W
PROX	31464	95/12	T389	112J340W
PROX	31465	95/12	T389	112J340W
PROX	31466	95/12	T389	112J340W
PROX	31467	95/12	T389	112J340W
PROX	31468	95/12	T389	112J340W
PROX	31469	95/12	T389	112J340W

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
PROX	31470	95/12	T389	112J340W
PROX	31471	95/12	T389	112J340W
PROX	31472	95/12	T389	112J340W
PROX	31473	95/12	T389	112J340W
PROX	31474	95/12	T389	112J340W
PROX	31475	95/12	T389	112J340W
PROX	31476	95/12	T389	112J340W
PROX	31477	95/12	T389	112J340W
PROX	31478	95/12	T389	112J340W
PROX	31479	95/12	T389	112J340W
PROX	31480	95/12	T389	112J340W
PROX	31481	95/12	T389	112J340W
PROX	31482	95/12	T389	112J340W
PROX	31483	95/12	T389	112J340W
PROX	31484	95/12	T389	112J340W
PROX	31485	95/12	T389	112J340W
PROX	31486	95/12	T389	112J340W
PROX	31487	95/12	T389	112J340W
PROX	31488	95/12	T389	112J340W
PROX	31489	95/12	T389	112J340W
PROX	31490	95/12	T389	112J340W
PROX	31491	95/12	T389	112J340W
PROX	31492	95/12	T389	112J340W
PROX	31493	95/12	T389	112J340W
PROX	31494	95/12	T389	112J340W
PROX	31495	95/12	T389	112J340W
PROX	31496	95/12	T389	112J340W
PROX	31497	95/12	T389	112J340W
PROX	31498	95/12	T389	112J340W
PROX	31499	95/12	T389	112J340W
PROX	31500	96/01	T389	112J340W
PROX	31501	96/01	T389	112J340W
PROX	31502	96/01	T389	112J340W
PROX	31503	96/02	T389	112J340W
PROX	31504	96/01	T389	112J340W
PROX	31505	96/01	T389	112J340W
PROX	31506	96/01	T389	112J340W
PROX	31507	96/01	T389	112J340W
PROX	31508	96/01	T389	112J340W

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
PROX	31509	96/01	T389	112J340W
PROX	31510	96/01	T389	112J340W
PROX	31511	96/01	T389	112J340W
PROX	31512	96/01	T389	112J340W
PROX	31513	96/01	T389	112J340W
PROX	31514	96/01	T389	112J340W
PROX	31515	96/01	T389	112J340W
PROX	31516	96/01	T389	112J340W
PROX	31517	96/01	T389	112J340W
PROX	31518	96/01	T389	112J340W
PROX	31519	96/01	T389	112J340W
PROX	31520	96/01	T389	112J340W
PROX	31521	96/01	T389	112J340W
PROX	31522	96/01	T389	112J340W
PROX	31523	96/01	T389	112J340W
PROX	31524	96/01	T389	112J340W
PROX	31525	96/01	T389	112J340W
PROX	31526	96/01	T389	112J340W
PROX	31527	96/01	T389	112J340W
PROX	31528	96/01	T389	112J340W
PROX	31529	96/01	T389	112J340W
PROX	31530	96/01	T389	112J340W
PROX	31531	96/01	T389	112J340W
PROX	31532	96/01	T389	112J340W
PROX	31533	96/01	T389	112J340W
PROX	31534	96/01	T389	112J340W
PROX	31535	96/02	T389	112J340W
PROX	31536	96/01	T389	112J340W
PROX	31537	96/02	T389	112J340W
PROX	31538	96/01	T389	112J340W
PROX	31539	96/02	T389	112J340W
PROX	31540	96/01	T389	112J340W
PROX	31541	96/01	T389	112J340W
PROX	31542	96/01	T389	112J340W
PROX	31543	96/01	T389	112J340W
PROX	31544	96/01	T389	112J340W
PROX	31545	96/02	T389	112J340W
PROX	31546	96/02	T389	112J340W
PROX	31547	96/02	T389	112J340W

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
PROX	31548	96/02	T389	112J340W
PROX	31549	96/02	T389	112J340W
PROX	31550	96/02	T389	112J340W
PROX	31551	96/02	T389	112J340W
PROX	31552	96/02	T389	112J340W
PROX	31553	96/02	T389	112J340W
PROX	31554	96/02	T389	112J340W
PROX	31555	96/02	T389	112J340W
PROX	31556	96/02	T389	112J340W
PROX	31557	96/02	T389	112J340W
PROX	31558	96/02	T389	112J340W
PROX	31559	96/02	T389	112J340W
PROX	31560	96/02	T389	112J340W
PROX	31561	96/02	T389	112J340W
PROX	31562	96/02	T389	112J340W
PROX	31563	96/02	T389	112J340W
PROX	31564	96/02	T389	112J340W
PROX	31565	96/02	T389	112J340W
PROX	31566	96/02	T389	112J340W
PROX	31567	96/02	T389	112J340W
PROX	31568	96/02	T389	112J340W
PROX	31569	96/02	T389	112J340W
PROX	31570	96/02	T389	112J340W
PROX	31571	96/02	T389	112J340W
PROX	31572	96/02	T389	112J340W
PROX	31573	96/02	T389	112J340W
PROX	31574	96/02	T389	112J340W
PROX	31575	96/02	T389	112J340W
PROX	31576	96/02	T389	112J340W
PROX	31577	96/02	T389	112J340W
PROX	31578	96/02	T389	112J340W
PROX	31579	96/02	T389	112J340W
PROX	31580	96/03	T389	112J340W
PROX	31581	96/03	T389	112J340W
PROX	31582	96/02	T389	112J340W
PROX	31583	96/02	T389	112J340W
PROX	31584	96/02	T389	112J340W
PROX	31585	96/03	T389	112J340W
PROX	31586	96/03	T389	112J340W

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
PROX	31587	96/03	T389	112J340W
PROX	31588	96/03	T389	112J340W
PROX	31589	96/03	T389	112J340W
PROX	31590	96/03	T389	112J340W
PROX	31591	96/03	T389	112J340W
PROX	31592	96/03	T389	112J340W
PROX	31593	96/03	T389	112J340W
PROX	31594	96/03	T389	112J340W
PROX	31595	96/03	T389	112J340W
PROX	31596	96/03	T389	112J340W
PROX	31597	96/03	T389	112J340W
PROX	31598	96/03	T389	112J340W
PROX	31599	96/03	T389	112J340W
UTLX	950276	96/01	T389	112J340W
UTLX	950277	96/02	T389	112J340W
UTLX	950278	96/02	T389	112J340W
UTLX	950279	96/02	T389	112J340W
UTLX	950280	96/02	T389	112J340W
UTLX	950281	96/02	T389	112J340W
UTLX	950282	96/02	T389	112J340W
UTLX	950283	96/02	T389	112J340W
UTLX	950284	96/02	T389	112J340W
UTLX	950285	96/02	T389	112J340W
UTLX	950286	96/02	T389	112J340W
UTLX	950287	96/02	T389	112J340W
UTLX	950288	96/02	T389	112J340W
UTLX	950289	96/02	T389	112J340W
UTLX	950290	96/02	T389	112J340W
UTLX	950291	96/02	T389	112J340W
UTLX	950292	96/02	T389	112J340W
UTLX	950293	96/02	T389	112J340W
UTLX	950294	96/03	T389	112J340W
UTLX	950295	96/03	T389	112J340W
UTLX	950296	96/02	T389	112J340W
UTLX	950297	96/03	T389	112J340W
UTLX	950298	96/03	T389	112J340W
UTLX	950299	96/02	T389	112J340W
UTLX	950300	96/03	T389	112J340W
UTLX	950301	96/03	T389	112J340W

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	950302	96/03	T389	112J340W
UTLX	950303	96/03	T389	112J340W
UTLX	950304	96/03	T389	112J340W
UTLX	950305	96/03	T389	112J340W
UTLX	950306	96/03	T389	112J340W
UTLX	950307	96/03	T389	112J340W
UTLX	950308	96/03	T389	112J340W
UTLX	950309	96/03	T389	112J340W
UTLX	950310	96/03	T389	112J340W
UTLX	950311	96/03	T389	112J340W
UTLX	950312	96/03	T389	112J340W
UTLX	950313	96/03	T389	112J340W
UTLX	950314	96/03	T389	112J340W
UTLX	950315	96/03	T389	112J340W
PROX	31240	96/03	T389	112J400W
PROX	31241	96/03	T389	112J400W
PROX	31242	96/04	T389	112J400W
UTLX	901799	96/04	T547	105A300
UTLX	901800	96/03	T547	105A300
UTLX	901801	96/04	T547	105A300
UTLX	901802	96/04	T547	105A300
UTLX	901803	96/04	T547	105A300
UTLX	901804	96/04	T547	105A300
UTLX	901805	96/04	T547	105A300
UTLX	901806	96/04	T547	105A300
UTLX	901807	96/04	T547	105A300
UTLX	901808	96/04	T547	105A300
UTLX	901809	96/04	T547	105A300
UTLX	901810	96/04	T547	105A300
UTLX	901811	96/04	T547	105A300
UTLX	901812	96/04	T547	105A300
UTLX	901816	96/04	T547	105A300
CELX	29000	96/01	T888	105J200W
CELX	29001	96/01	T888	105J200W
CELX	29002	96/01	T888	105J200W
CELX	29003	96/01	T888	105J200W
CELX	29004	96/01	T888	105J200W
CELX	29005	96/01	T888	105J200W
CELX	29006	96/01	T888	105J200W

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
CELX	29007	96/01	T888	105J200W
CELX	29008	96/01	T888	105J200W
CELX	29009	96/01	T888	105J200W
CELX	29010	96/01	T888	105J200W
CELX	29011	96/01	T888	105J200W
CELX	29012	96/01	T888	105J200W
CELX	29013	96/01	T888	105J200W
CELX	29014	96/02	T888	105J200W
CELX	29015	96/02	T888	105J200W
CELX	29016	96/01	T888	105J200W
CELX	29017	96/02	T888	105J200W
CELX	29018	96/02	T888	105J200W
CELX	29019	96/02	T888	105J200W
CELX	29020	96/02	T888	105J200W
CELX	29021	96/02	T888	105J200W
CELX	29022	96/02	T888	105J200W
CELX	29023	96/02	T888	105J200W
CELX	29024	96/02	T888	105J200W
CELX	29025	96/02	T888	105J200W
CELX	29026	96/02	T888	105J200W
CELX	29027	96/02	T888	105J200W
CELX	29028	96/02	T888	105J200W
CELX	29029	96/02	T888	105J200W
CELX	29030	96/02	T888	105J200W
CELX	29031	96/02	T888	105J200W
CELX	29032	96/03	T888	105J200W
CELX	29033	96/02	T888	105J200W
CELX	29034	96/03	T888	105J200W
CELX	29035	96/02	T888	105J200W
CELX	29036	96/03	T888	105J200W
CELX	29037	96/03	T888	105J200W
CELX	29038	96/02	T888	105J200W
CELX	29039	96/02	T888	105J200W
CELX	29040	96/03	T888	105J200W
CELX	29041	96/03	T888	105J200W
CELX	29042	96/03	T888	105J200W
CELX	29043	96/03	T888	105J200W
CELX	29044	96/03	T888	105J200W
CELX	29045	96/03	T888	105J200W

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
CELX	29046	96/03	T888	105J200W
CELX	29047	96/03	T888	105J200W
CELX	29048	96/03	T888	105J200W
CELX	29049	96/03	T888	105J200W
CELX	29050	96/03	T888	105J200W
CELX	29051	96/03	T888	105J200W
CELX	29052	96/03	T888	105J200W
CELX	29053	96/03	T888	105J200W
CELX	29054	96/03	T888	105J200W
CELX	29055	96/03	T888	105J200W
CELX	29056	96/03	T888	105J200W
CELX	29057	96/03	T888	105J200W
CELX	29058	96/03	T888	105J200W
UTLX	901514	95/12	T907	105J300W
UTLX	901516	95/12	T907	105J300W
UTLX	901517	95/12	T907	105J300W
UTLX	901518	95/12	T907	105J300W
UTLX	901519	95/12	T907	105J300W
UTLX	901520	96/01	T907	105J300W
UTLX	901521	95/12	T907	105J300W
UTLX	901522	96/01	T907	105J300W
UTLX	901523	96/01	T907	105J300W
UTLX	901524	95/12	T907	105J300W
UTLX	901525	96/01	T907	105J300W
UTLX	901526	96/01	T907	105J300W
UTLX	901527	96/01	T907	105J300W
UTLX	901528	96/01	T907	105J300W
UTLX	901529	96/02	T907	105J300W
UTLX	901530	96/01	T907	105J300W
UTLX	901531	96/01	T907	105J300W
UTLX	901532	96/02	T907	105J300W
UTLX	901533	96/02	T907	105J300W
UTLX	901534	96/02	T907	105J300W
UTLX	901535	96/03	T907	105J300W
UTLX	901536	96/02	T907	105J300W
UTLX	901537	96/02	T907	105J300W
UTLX	901538	96/02	T907	105J300W
UTLX	901539	96/03	T907	105J300W
UTLX	901540	96/03	T907	105J300W

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	901541	96/03	T907	105J300W
UTLX	901542	96/03	T907	105J300W
UTLX	901543	96/03	T907	105J300W
UTLX	901544	96/03	T907	105J300W
UTLX	901545	96/03	T907	105J300W
UTLX	901546	96/04	T907	105J300W
UTLX	901547	96/04	T907	105J300W
UTLX	901548	96/03	T907	105J300W
UTLX	901549	96/04	T907	105J300W
UTLX	901550	96/04	T907	105J300W
UTLX	901552	96/04	T907	105J300W
UTLX	901553	96/04	T907	105J300W
UTLX	901554	96/04	T907	105J300W
UTLX	901555	96/04	T907	105J300W
Total Pressure Cars			325	

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<u>Road Mark</u>	<u>Car Number</u>	<u>Built Date</u>	<u>AAR Code</u>	<u>DOT Class</u>
Non-Pressure Cars				
UTLX	130266	95/11	T055	111A100W5
UTLX	130267	95/11	T055	111A100W5
UTLX	130268	95/11	T055	111A100W5
UTLX	130269	95/11	T055	111A100W5
UTLX	130270	95/11	T055	111A100W5
UTLX	130271	95/11	T055	111A100W5
UTLX	130272	95/11	T055	111A100W5
UTLX	130273	95/11	T055	111A100W5
UTLX	130274	95/12	T055	111A100W5
UTLX	130275	95/11	T055	111A100W5
UTLX	130276	95/11	T055	111A100W5
UTLX	130277	95/12	T055	111A100W5
UTLX	130278	95/11	T055	111A100W5
UTLX	130279	95/12	T055	111A100W5
UTLX	130280	95/12	T055	111A100W5
UTLX	130281	95/12	T055	111A100W5
UTLX	130282	95/12	T055	111A100W5
UTLX	130283	95/12	T055	111A100W5
UTLX	130284	95/12	T055	111A100W5
UTLX	130285	95/12	T055	111A100W5
UTLX	130286	96/01	T055	111A100W5
UTLX	130287	96/01	T055	111A100W5
UTLX	130288	96/01	T055	111A100W5
UTLX	130289	96/01	T055	111A100W5
UTLX	130290	96/01	T055	111A100W5
UTLX	130291	96/01	T055	111A100W5
UTLX	130292	96/01	T055	111A100W5
UTLX	130293	96/01	T055	111A100W5
UTLX	130294	96/01	T055	111A100W5
UTLX	130295	96/01	T055	111A100W5
UTLX	130296	96/01	T055	111A100W5
UTLX	130297	96/01	T055	111A100W5
UTLX	130298	96/02	T055	111A100W5
UTLX	130299	96/02	T055	111A100W5
UTLX	130300	96/02	T055	111A100W5
UTLX	130301	96/02	T055	111A100W5
UTLX	130302	96/02	T055	111A100W5

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	130303	96/02	T055	111A100W5
UTLX	130304	96/02	T055	111A100W5
UTLX	130305	96/02	T055	111A100W5
UTLX	200651	96/03	T095	111A100W6
UTLX	200652	96/03	T095	111A100W6
UTLX	200653	96/03	T095	111A100W6
UTLX	200654	96/03	T095	111A100W6
UTLX	200655	96/03	T095	111A100W6
UTLX	200656	96/03	T095	111A100W6
UTLX	200657	96/03	T095	111A100W6
UTLX	200658	96/04	T095	111A100W6
UTLX	200659	96/04	T095	111A100W6
UTLX	200660	96/04	T095	111A100W6
UTLX	646027	95/10	T105	111A100W1
UTLX	646028	95/10	T105	111A100W1
UTLX	646029	95/10	T105	111A100W1
UTLX	646030	95/11	T105	111A100W1
UTLX	646031	95/11	T105	111A100W1
UTLX	646032	95/11	T105	111A100W1
UTLX	646033	95/11	T105	111A100W1
UTLX	646034	95/11	T105	111A100W1
UTLX	646035	95/11	T105	111A100W1
UTLX	646036	95/11	T105	111A100W1
UTLX	646037	95/11	T105	111A100W1
UTLX	646038	95/11	T105	111A100W1
UTLX	646039	95/12	T105	111A100W1
UTLX	646040	95/11	T105	111A100W1
UTLX	646041	95/11	T105	111A100W1
UTLX	646042	95/11	T105	111A100W1
UTLX	646043	95/11	T105	111A100W1
UTLX	646044	95/11	T105	111A100W1
UTLX	646045	95/11	T105	111A100W1
UTLX	646046	95/11	T105	111A100W1
UTLX	646047	95/11	T105	111A100W1
UTLX	646048	95/11	T105	111A100W1
UTLX	646049	95/11	T105	111A100W1
UTLX	646050	95/11	T105	111A100W1
UTLX	646051	95/11	T105	111A100W1
UTLX	646052	95/12	T105	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	646053	95/12	T105	111A100W1
UTLX	646054	95/12	T105	111A100W1
UTLX	646055	95/12	T105	111A100W1
UTLX	646056	95/12	T105	111A100W1
UTLX	646057	95/12	T105	111A100W1
UTLX	646058	95/12	T105	111A100W1
UTLX	646059	95/12	T105	111A100W1
UTLX	646060	95/12	T105	111A100W1
UTLX	646061	95/12	T105	111A100W1
UTLX	646062	95/12	T105	111A100W1
UTLX	646063	95/12	T105	111A100W1
UTLX	646064	95/12	T105	111A100W1
UTLX	646065	95/12	T105	111A100W1
UTLX	646066	95/12	T105	111A100W1
UTLX	646158	95/12	T105	111A100W1
UTLX	646159	95/11	T105	111A100W1
UTLX	646160	95/11	T105	111A100W1
UTLX	646161	95/12	T105	111A100W1
UTLX	646162	95/11	T105	111A100W1
UTLX	646163	95/12	T105	111A100W1
UTLX	646164	95/11	T105	111A100W1
UTLX	646165	95/12	T105	111A100W1
UTLX	646166	95/12	T105	111A100W1
UTLX	646167	95/12	T105	111A100W1
UTLX	646168	95/12	T105	111A100W1
UTLX	646169	95/12	T105	111A100W1
UTLX	646170	95/12	T105	111A100W1
UTLX	646171	95/12	T105	111A100W1
UTLX	646172	95/12	T105	111A100W1
UTLX	646173	95/12	T105	111A100W1
UTLX	646174	95/12	T105	111A100W1
UTLX	646175	95/12	T105	111A100W1
UTLX	646176	95/12	T105	111A100W1
UTLX	646177	95/12	T105	111A100W1
UTLX	646228	96/01	T105	111A100W1
UTLX	646229	96/01	T105	111A100W1
UTLX	646230	96/01	T105	111A100W1
UTLX	646231	96/01	T105	111A100W1
UTLX	646232	96/01	T105	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	646233	96/01	T105	111A100W1
UTLX	646234	96/01	T105	111A100W1
UTLX	646235	96/01	T105	111A100W1
UTLX	646236	96/01	T105	111A100W1
UTLX	646237	96/01	T105	111A100W1
UTLX	646238	96/01	T105	111A100W1
UTLX	646239	96/01	T105	111A100W1
UTLX	646240	96/01	T105	111A100W1
UTLX	646241	96/01	T105	111A100W1
UTLX	646242	96/01	T105	111A100W1
UTLX	646243	96/01	T105	111A100W1
UTLX	646244	96/01	T105	111A100W1
UTLX	646245	96/01	T105	111A100W1
UTLX	646246	96/01	T105	111A100W1
UTLX	646247	96/01	T105	111A100W1
UTLX	646248	96/01	T105	111A100W1
UTLX	646249	96/01	T105	111A100W1
UTLX	646250	96/01	T105	111A100W1
UTLX	646251	96/01	T105	111A100W1
UTLX	646252	96/01	T105	111A100W1
UTLX	646253	96/01	T105	111A100W1
UTLX	646254	96/01	T105	111A100W1
UTLX	646255	96/01	T105	111A100W1
UTLX	646256	96/01	T105	111A100W1
UTLX	646257	96/01	T105	111A100W1
UTLX	646258	96/01	T105	111A100W1
UTLX	646259	96/01	T105	111A100W1
UTLX	646260	96/01	T105	111A100W1
UTLX	646261	96/01	T105	111A100W1
UTLX	646262	96/01	T105	111A100W1
UTLX	646263	96/01	T105	111A100W1
UTLX	646264	96/01	T105	111A100W1
UTLX	646265	96/01	T105	111A100W1
UTLX	646266	96/01	T105	111A100W1
UTLX	646267	96/01	T105	111A100W1
UTLX	646268	96/01	T105	111A100W1
UTLX	646269	96/01	T105	111A100W1
UTLX	646146	95/11	T106	111A100W1
UTLX	646147	95/11	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	646148	95/11	T106	111A100W1
UTLX	646149	95/11	T106	111A100W1
UTLX	646150	95/11	T106	111A100W1
UTLX	646151	95/11	T106	111A100W1
UTLX	646152	95/11	T106	111A100W1
UTLX	646153	95/11	T106	111A100W1
UTLX	646154	95/11	T106	111A100W1
UTLX	646155	95/11	T106	111A100W1
UTLX	646156	95/11	T106	111A100W1
UTLX	646157	95/11	T106	111A100W1
UTLX	646178	95/11	T106	111A100W1
UTLX	646179	95/11	T106	111A100W1
UTLX	646180	95/11	T106	111A100W1
UTLX	646181	95/11	T106	111A100W1
UTLX	646182	95/11	T106	111A100W1
UTLX	646183	95/12	T106	111A100W1
UTLX	646184	95/12	T106	111A100W1
UTLX	646185	95/12	T106	111A100W1
UTLX	646186	95/12	T106	111A100W1
UTLX	646187	95/12	T106	111A100W1
UTLX	646188	95/12	T106	111A100W1
UTLX	646189	95/12	T106	111A100W1
UTLX	646190	95/12	T106	111A100W1
UTLX	646191	95/12	T106	111A100W1
UTLX	646192	95/12	T106	111A100W1
UTLX	646193	95/12	T106	111A100W1
UTLX	646194	95/12	T106	111A100W1
UTLX	646195	95/12	T106	111A100W1
UTLX	646196	95/12	T106	111A100W1
UTLX	646197	95/12	T106	111A100W1
UTLX	646198	95/12	T106	111A100W1
UTLX	646199	95/12	T106	111A100W1
UTLX	646200	95/12	T106	111A100W1
UTLX	646201	95/12	T106	111A100W1
UTLX	646202	95/12	T106	111A100W1
UTLX	646203	95/12	T106	111A100W1
UTLX	646204	95/12	T106	111A100W1
UTLX	646205	95/12	T106	111A100W1
UTLX	646206	95/12	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	646207	95/12	T106	111A100W1
UTLX	646208	95/12	T106	111A100W1
UTLX	646209	95/12	T106	111A100W1
UTLX	646210	95/12	T106	111A100W1
UTLX	646211	95/12	T106	111A100W1
UTLX	646212	96/01	T106	111A100W1
UTLX	646213	95/12	T106	111A100W1
UTLX	646214	96/01	T106	111A100W1
UTLX	646215	95/12	T106	111A100W1
UTLX	646216	95/12	T106	111A100W1
UTLX	646217	95/12	T106	111A100W1
UTLX	646218	95/12	T106	111A100W1
UTLX	646219	95/12	T106	111A100W1
UTLX	646220	95/12	T106	111A100W1
UTLX	646221	95/12	T106	111A100W1
UTLX	646222	95/12	T106	111A100W1
UTLX	646223	96/01	T106	111A100W1
UTLX	646224	95/12	T106	111A100W1
UTLX	646225	95/12	T106	111A100W1
UTLX	646226	95/12	T106	111A100W1
UTLX	646227	95/12	T106	111A100W1
UTLX	646270	96/01	T106	111A100W1
UTLX	646271	96/01	T106	111A100W1
UTLX	646272	96/01	T106	111A100W1
UTLX	646273	96/01	T106	111A100W1
UTLX	646274	96/01	T106	111A100W1
UTLX	646275	96/01	T106	111A100W1
UTLX	646276	96/01	T106	111A100W1
UTLX	646277	96/01	T106	111A100W1
UTLX	646278	96/01	T106	111A100W1
UTLX	646279	96/01	T106	111A100W1
UTLX	646280	96/02	T106	111A100W1
UTLX	646281	96/01	T106	111A100W1
UTLX	646282	96/01	T106	111A100W1
UTLX	646283	96/01	T106	111A100W1
UTLX	646284	96/01	T106	111A100W1
UTLX	646285	96/01	T106	111A100W1
UTLX	646286	96/01	T106	111A100W1
UTLX	646287	96/01	T106	111A100W1

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	646288	96/01	T106	111A100W1
UTLX	646289	96/01	T106	111A100W1
UTLX	646290	96/01	T106	111A100W1
UTLX	646291	96/01	T106	111A100W1
UTLX	646292	96/01	T106	111A100W1
UTLX	646293	96/02	T106	111A100W1
UTLX	646294	96/01	T106	111A100W1
UTLX	646295	96/01	T106	111A100W1
UTLX	646296	96/01	T106	111A100W1
UTLX	646297	96/02	T106	111A100W1
UTLX	646298	96/02	T106	111A100W1
UTLX	646299	96/01	T106	111A100W1
UTLX	646300	96/01	T106	111A100W1
UTLX	646301	96/01	T106	111A100W1
UTLX	646302	96/01	T106	111A100W1
UTLX	646303	96/01	T106	111A100W1
UTLX	646304	96/01	T106	111A100W1
UTLX	646305	96/01	T106	111A100W1
UTLX	646306	96/01	T106	111A100W1
UTLX	646307	96/01	T106	111A100W1
UTLX	646308	96/02	T106	111A100W1
UTLX	646309	96/02	T106	111A100W1
UTLX	646310	96/02	T106	111A100W1
UTLX	646311	96/02	T106	111A100W1
UTLX	646312	96/02	T106	111A100W1
UTLX	646313	96/01	T106	111A100W1
UTLX	646314	96/02	T106	111A100W1
UTLX	646315	96/02	T106	111A100W1
UTLX	646316	96/02	T106	111A100W1
UTLX	646317	96/02	T106	111A100W1
UTLX	646318	96/02	T106	111A100W1
UTLX	646319	96/02	T106	111A100W1
UTLX	646320	96/02	T106	111A100W1
UTLX	646321	96/02	T106	111A100W1
UTLX	646322	96/02	T106	111A100W1
UTLX	646323	96/02	T106	111A100W1
UTLX	646324	96/02	T106	111A100W1
UTLX	646325	96/02	T106	111A100W1
UTLX	646326	96/02	T106	111A100W1

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	646327	96/02	T106	111A100W1
UTLX	646328	96/02	T106	111A100W1
UTLX	646329	96/02	T106	111A100W1
UTLX	646330	96/02	T106	111A100W1
UTLX	646331	96/02	T106	111A100W1
UTLX	646332	96/02	T106	111A100W1
UTLX	646333	96/02	T106	111A100W1
UTLX	646334	96/03	T106	111A100W1
UTLX	646335	96/02	T106	111A100W1
UTLX	646336	96/02	T106	111A100W1
UTLX	646337	96/02	T106	111A100W1
UTLX	646338	96/02	T106	111A100W1
UTLX	646339	96/02	T106	111A100W1
UTLX	646340	96/02	T106	111A100W1
UTLX	646341	96/02	T106	111A100W1
UTLX	646342	96/02	T106	111A100W1
UTLX	646343	96/02	T106	111A100W1
UTLX	646344	96/02	T106	111A100W1
UTLX	646345	96/02	T106	111A100W1
UTLX	646346	96/02	T106	111A100W1
UTLX	646347	96/02	T106	111A100W1
UTLX	646348	96/02	T106	111A100W1
UTLX	646349	96/03	T106	111A100W1
UTLX	646350	96/02	T106	111A100W1
UTLX	646351	96/03	T106	111A100W1
UTLX	646352	96/03	T106	111A100W1
UTLX	646353	96/03	T106	111A100W1
UTLX	646354	96/03	T106	111A100W1
UTLX	646355	96/03	T106	111A100W1
UTLX	646356	96/03	T106	111A100W1
UTLX	646357	96/03	T106	111A100W1
UTLX	646358	96/03	T106	111A100W1
UTLX	646359	96/03	T106	111A100W1
UTLX	646360	96/03	T106	111A100W1
UTLX	646361	96/03	T106	111A100W1
UTLX	646362	96/03	T106	111A100W1
UTLX	646363	96/03	T106	111A100W1
UTLX	646364	96/03	T106	111A100W1
UTLX	646365	96/03	T106	111A100W1

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	646366	96/03	T106	111A100W1
UTLX	646367	96/03	T106	111A100W1
UTLX	646368	96/03	T106	111A100W1
UTLX	646369	96/03	T106	111A100W1
UTLX	646370	96/03	T106	111A100W1
UTLX	646371	96/03	T106	111A100W1
UTLX	646372	96/03	T106	111A100W1
UTLX	646373	96/03	T106	111A100W1
UTLX	646374	96/03	T106	111A100W1
UTLX	646375	96/03	T106	111A100W1
UTLX	646376	96/03	T106	111A100W1
UTLX	646377	96/03	T106	111A100W1
UTLX	646378	96/03	T106	111A100W1
UTLX	646379	96/03	T106	111A100W1
UTLX	646380	96/03	T106	111A100W1
UTLX	646381	96/03	T106	111A100W1
UTLX	646382	96/03	T106	111A100W1
UTLX	646383	96/03	T106	111A100W1
UTLX	646384	96/03	T106	111A100W1
UTLX	646385	96/03	T106	111A100W1
UTLX	646386	96/03	T106	111A100W1
UTLX	646387	96/03	T106	111A100W1
UTLX	646388	96/03	T106	111A100W1
UTLX	646389	96/03	T106	111A100W1
UTLX	646390	96/03	T106	111A100W1
UTLX	646391	96/03	T106	111A100W1
PROX	40415	96/01	T107	111A100W1
PROX	40416	96/01	T107	111A100W1
PROX	40417	96/01	T107	111A100W1
PROX	40418	96/01	T107	111A100W1
PROX	40419	96/01	T107	111A100W1
PROX	40420	96/01	T107	111A100W1
PROX	40421	96/01	T107	111A100W1
PROX	40422	96/01	T107	111A100W1
PROX	40423	96/01	T107	111A100W1
PROX	40424	96/01	T107	111A100W1
UTLX	202141	96/01	T107	111A100W1
UTLX	202142	96/01	T107	111A100W1
UTLX	202143	96/01	T107	111A100W1

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	202144	96/02	T107	111A100W1
UTLX	202145	96/01	T107	111A100W1
UTLX	202146	96/01	T107	111A100W1
UTLX	202147	96/01	T107	111A100W1
UTLX	202148	96/01	T107	111A100W1
UTLX	202149	96/01	T107	111A100W1
UTLX	202150	96/01	T107	111A100W1
UTLX	202151	96/01	T107	111A100W1
UTLX	202152	96/01	T107	111A100W1
UTLX	202153	96/01	T107	111A100W1
UTLX	202154	96/01	T107	111A100W1
UTLX	202155	96/01	T107	111A100W1
UTLX	202156	96/02	T107	111A100W1
UTLX	202157	96/01	T107	111A100W1
UTLX	202158	96/01	T107	111A100W1
UTLX	202159	96/01	T107	111A100W1
UTLX	202160	96/02	T107	111A100W1
UTLX	202161	96/02	T107	111A100W1
UTLX	202162	96/01	T107	111A100W1
UTLX	202163	96/02	T107	111A100W1
UTLX	202164	96/02	T107	111A100W1
UTLX	202165	96/01	T107	111A100W1
UTLX	202166	96/02	T107	111A100W1
UTLX	202167	96/02	T107	111A100W1
UTLX	202168	96/02	T107	111A100W1
UTLX	202169	96/02	T107	111A100W1
UTLX	202170	96/02	T107	111A100W1
UTLX	202171	96/02	T107	111A100W1
UTLX	202172	96/02	T107	111A100W1
UTLX	202173	96/02	T107	111A100W1
UTLX	202174	96/02	T107	111A100W1
UTLX	202175	96/02	T107	111A100W1
UTLX	646015	95/10	T107	111A100W1
UTLX	646016	95/10	T107	111A100W1
UTLX	202101	95/12	T108	111A100W1
UTLX	202102	95/12	T108	111A100W1
UTLX	202103	95/12	T108	111A100W1
UTLX	202104	95/12	T108	111A100W1
UTLX	202105	96/01	T108	111A100W1

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTLX	202106	95/12	T108	111A100W1
UTLX	202107	96/01	T108	111A100W1
UTLX	202108	95/12	T108	111A100W1
UTLX	202109	96/01	T108	111A100W1
UTLX	202110	96/01	T108	111A100W1
UTLX	202111	96/01	T108	111A100W1
UTLX	202112	96/01	T108	111A100W1
UTLX	202113	96/01	T108	111A100W1
UTLX	202114	96/01	T108	111A100W1
UTLX	202115	96/01	T108	111A100W1
UTLX	202116	96/01	T108	111A100W1
UTLX	202117	96/01	T108	111A100W1
UTLX	202118	96/01	T108	111A100W1
UTLX	202119	96/01	T108	111A100W1
UTLX	202120	96/01	T108	111A100W1
UTLX	202121	96/01	T108	111A100W1
UTLX	202122	96/01	T108	111A100W1
UTLX	202123	96/01	T108	111A100W1
UTLX	202124	96/01	T108	111A100W1
UTLX	202125	96/01	T108	111A100W1
UTLX	202126	96/01	T108	111A100W1
UTLX	202127	96/01	T108	111A100W1
UTLX	202128	96/01	T108	111A100W1
UTLX	202129	96/01	T108	111A100W1
UTLX	202130	96/01	T108	111A100W1
UTLX	202131	96/01	T108	111A100W1
UTLX	202132	96/01	T108	111A100W1
UTLX	202133	96/01	T108	111A100W1
UTLX	202134	96/01	T108	111A100W1
UTLX	202135	96/01	T108	111A100W1
UTLX	202136	96/01	T108	111A100W1
UTLX	202137	96/01	T108	111A100W1
UTLX	202138	96/01	T108	111A100W1
UTLX	202139	96/01	T108	111A100W1
UTLX	202140	96/01	T108	111A100W1

Total Non-Pressure Cars

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Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
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Hopper Cars

CELX	51000	96/03	C214	LO
CELX	51001	96/03	C214	LO
CELX	51002	96/03	C214	LO
CELX	51003	96/03	C214	LO
CELX	51004	96/03	C214	LO
CELX	51005	96/03	C214	LO
CELX	51006	96/03	C214	LO
CELX	51007	96/03	C214	LO
CELX	51008	96/03	C214	LO
CELX	51009	96/03	C214	LO
CELX	51010	96/03	C214	LO
CELX	51011	96/03	C214	LO
CELX	51012	96/03	C214	LO
CELX	51013	96/03	C214	LO
CELX	51014	96/03	C214	LO
CELX	51015	96/03	C214	LO
CELX	51016	96/03	C214	LO
CELX	51017	96/03	C214	LO
CELX	51019	96/03	C214	LO
CELX	51021	96/03	C214	LO
CELX	51023	96/03	C214	LO
CELX	51024	96/03	C214	LO
CELX	51025	96/03	C214	LO
CELX	51026	96/03	C214	LO
CELX	51027	96/03	C214	LO
CELX	51028	96/03	C214	LO
CELX	51029	96/03	C214	LO
CELX	51030	96/03	C214	LO
CELX	51031	96/03	C214	LO
CELX	51032	96/03	C214	LO
CELX	51033	96/03	C214	LO
CELX	51034	96/03	C214	LO
CELX	51035	96/03	C214	LO
CELX	51036	96/03	C214	LO
CELX	51037	96/03	C214	LO
CELX	51038	96/03	C214	LO
CELX	51039	96/03	C214	LO

Union Tank Car Company

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
CELX	51040	96/03	C214	LO
CELX	51041	96/03	C214	LO
CELX	51042	96/03	C214	LO
CELX	51043	96/03	C214	LO
CELX	51044	96/03	C214	LO
CELX	51045	96/03	C214	LO
CELX	51046	96/03	C214	LO
CELX	51047	96/03	C214	LO
CELX	51048	96/03	C214	LO
UTCX	49208	95/11	C214	LO
UTCX	49209	95/11	C214	LO
UTCX	49210	95/11	C214	LO
UTCX	49211	95/11	C214	LO
UTCX	49212	95/11	C214	LO
UTCX	49213	95/11	C214	LO
UTCX	49214	95/11	C214	LO
UTCX	49215	95/11	C214	LO
UTCX	49216	95/11	C214	LO
UTCX	49217	95/11	C214	LO
UTCX	49218	95/11	C214	LO
UTCX	49219	95/11	C214	LO
UTCX	49220	95/11	C214	LO
UTCX	49221	95/11	C214	LO
UTCX	49222	95/11	C214	LO
UTCX	49223	95/11	C214	LO
UTCX	49224	95/11	C214	LO
UTCX	49225	95/11	C214	LO
UTCX	49226	95/11	C214	LO
UTCX	49227	95/11	C214	LO
UTCX	49228	95/11	C214	LO
UTCX	49229	95/11	C214	LO
UTCX	49230	95/11	C214	LO
UTCX	49231	95/11	C214	LO
UTCX	49232	95/11	C214	LO
UTCX	49233	95/11	C214	LO
UTCX	49234	95/11	C214	LO
UTCX	49235	95/11	C214	LO
UTCX	49236	95/11	C214	LO
UTCX	49237	95/11	C214	LO

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	49238	95/11	C214	LO
UTCX	49239	95/11	C214	LO
UTCX	49240	95/11	C214	LO
UTCX	49241	95/11	C214	LO
UTCX	49242	95/11	C214	LO
UTCX	49243	95/11	C214	LO
UTCX	49244	95/11	C214	LO
UTCX	49245	95/11	C214	LO
UTCX	49246	95/11	C214	LO
UTCX	49247	95/11	C214	LO
UTCX	49248	95/11	C214	LO
UTCX	49249	95/11	C214	LO
UTCX	49250	95/11	C214	LO
UTCX	49251	95/11	C214	LO
UTCX	49252	95/11	C214	LO
UTCX	49253	95/11	C214	LO
UTCX	49254	95/11	C214	LO
UTCX	49255	95/11	C214	LO
UTCX	49256	95/11	C214	LO
UTCX	49257	95/11	C214	LO
UTCX	49258	95/11	C214	LO
UTCX	49259	95/11	C214	LO
UTCX	49260	95/11	C214	LO
UTCX	49261	95/11	C214	LO
UTCX	49262	95/11	C214	LO
UTCX	49263	95/11	C214	LO
UTCX	49264	95/11	C214	LO
UTCX	49265	95/11	C214	LO
UTCX	49266	95/11	C214	LO
UTCX	49267	95/11	C214	LO
UTCX	49268	95/11	C214	LO
UTCX	49269	95/11	C214	LO
UTCX	49270	95/11	C214	LO
UTCX	49271	95/11	C214	LO
UTCX	49272	95/11	C214	LO
UTCX	49273	95/11	C214	LO
UTCX	49274	95/11	C214	LO
UTCX	49275	95/11	C214	LO
UTCX	49276	95/11	C214	LO

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	49277	95/11	C214	LO
UTCX	49278	95/11	C214	LO
UTCX	49279	95/11	C214	LO
UTCX	49280	95/11	C214	LO
UTCX	49281	95/11	C214	LO
UTCX	49282	95/11	C214	LO
UTCX	49283	95/11	C214	LO
UTCX	49284	95/11	C214	LO
UTCX	49285	95/11	C214	LO
UTCX	49286	95/11	C214	LO
UTCX	49287	95/11	C214	LO
UTCX	49288	96/02	C214	LO
UTCX	49289	96/02	C214	LO
UTCX	49290	96/02	C214	LO
UTCX	49291	96/02	C214	LO
UTCX	49292	96/02	C214	LO
UTCX	49293	96/02	C214	LO
UTCX	49294	96/02	C214	LO
UTCX	49295	96/02	C214	LO
UTCX	49296	96/02	C214	LO
UTCX	49297	96/02	C214	LO
UTCX	49298	96/02	C214	LO
UTCX	49299	96/02	C214	LO
UTCX	49300	96/02	C214	LO
UTCX	49301	96/02	C214	LO
UTCX	49302	96/02	C214	LO
UTCX	49303	96/02	C214	LO
UTCX	49304	96/02	C214	LO
UTCX	49305	96/02	C214	LO
UTCX	49306	96/02	C214	LO
UTCX	49307	96/02	C214	LO
UTCX	49308	96/02	C214	LO
UTCX	49309	96/02	C214	LO
UTCX	49310	96/02	C214	LO
UTCX	49311	96/02	C214	LO
UTCX	49312	96/02	C214	LO
UTCX	49313	96/02	C214	LO
UTCX	49314	96/02	C214	LO
UTCX	49315	96/02	C214	LO

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	49316	96/02	C214	LO
UTCX	49317	96/02	C214	LO
UTCX	49318	96/02	C214	LO
UTCX	49319	96/02	C214	LO
UTCX	49320	96/02	C214	LO
UTCX	49321	96/02	C214	LO
UTCX	49322	96/02	C214	LO
UTCX	49323	96/02	C214	LO
UTCX	49324	96/02	C214	LO
UTCX	49325	96/02	C214	LO
UTCX	49326	96/02	C214	LO
UTCX	49327	96/02	C214	LO
UTCX	49328	96/02	C214	LO
UTCX	49329	96/02	C214	LO
UTCX	49330	96/02	C214	LO
UTCX	49331	96/02	C214	LO
UTCX	49332	96/02	C214	LO
UTCX	49333	96/02	C214	LO
UTCX	49334	96/02	C214	LO
UTCX	49335	96/02	C214	LO
UTCX	49336	96/02	C214	LO
UTCX	49337	96/02	C214	LO
UTCX	49338	96/02	C214	LO
UTCX	49339	96/02	C214	LO
UTCX	49340	96/02	C214	LO
UTCX	49341	96/02	C214	LO
UTCX	49342	96/02	C214	LO
UTCX	49343	96/02	C214	LO
UTCX	49344	96/02	C214	LO
UTCX	49345	96/02	C214	LO
UTCX	49346	96/02	C214	LO
UTCX	49347	96/02	C214	LO
UTCX	49348	96/02	C214	LO
UTCX	49349	96/02	C214	LO
UTCX	49350	96/02	C214	LO
UTCX	49351	96/02	C214	LO
UTCX	49352	96/02	C214	LO
UTCX	49353	96/02	C214	LO
UTCX	49354	96/02	C214	LO

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	49355	96/02	C214	LO
UTCX	49356	96/02	C214	LO
UTCX	49357	96/02	C214	LO
UTCX	49358	96/02	C214	LO
UTCX	49359	96/02	C214	LO
UTCX	49360	96/02	C214	LO
UTCX	49361	96/02	C214	LO
UTCX	49362	96/02	C214	LO
UTCX	49363	96/02	C214	LO
UTCX	49364	96/02	C214	LO
UTCX	49365	96/02	C214	LO
UTCX	49366	96/02	C214	LO
UTCX	49367	96/02	C214	LO
UTCX	49368	96/02	C214	LO
UTCX	49369	96/02	C214	LO
UTCX	49370	96/02	C214	LO
UTCX	49371	96/02	C214	LO
UTCX	49372	96/03	C214	LO
UTCX	49373	96/02	C214	LO
UTCX	49374	96/02	C214	LO
UTCX	49375	96/02	C214	LO
UTCX	49376	96/02	C214	LO
UTCX	49377	96/02	C214	LO
UTCX	49378	96/02	C214	LO
UTCX	49379	96/03	C214	LO
UTCX	49380	96/03	C214	LO
UTCX	49381	96/03	C214	LO
UTCX	49382	96/03	C214	LO
UTCX	49383	96/03	C214	LO
UTCX	49384	96/03	C214	LO
UTCX	49385	96/03	C214	LO
UTCX	49386	96/03	C214	LO
UTCX	49387	96/03	C214	LO
UTCX	49388	96/03	C214	LO
UTCX	49389	96/03	C214	LO
UTCX	49390	96/03	C214	LO
UTCX	49391	96/03	C214	LO
UTCX	49392	96/03	C214	LO
UTCX	49393	96/03	C214	LO

Union Tank Car Company

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Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	49394	96/03	C214	LO
UTCX	49395	96/03	C214	LO
UTCX	49396	96/03	C214	LO
UTCX	49397	96/03	C214	LO
UTCX	49398	96/03	C214	LO
UTCX	49399	96/03	C214	LO
UTCX	49400	96/03	C214	LO
UTCX	49401	96/03	C214	LO
UTCX	49402	96/03	C214	LO
UTCX	49403	96/03	C214	LO
UTCX	49404	96/03	C214	LO
UTCX	49715	95/12	C214	LO
UTCX	49716	95/12	C214	LO
UTCX	49717	95/12	C214	LO
UTCX	49718	95/12	C214	LO
UTCX	49719	95/12	C214	LO
UTCX	49720	95/12	C214	LO
UTCX	49721	95/12	C214	LO
UTCX	49722	95/12	C214	LO
UTCX	49723	95/12	C214	LO
UTCX	49724	95/12	C214	LO
UTCX	49725	95/12	C214	LO
UTCX	49726	95/12	C214	LO
UTCX	49727	95/12	C214	LO
UTCX	49728	95/12	C214	LO
UTCX	49729	95/12	C214	LO
UTCX	49730	96/01	C214	LO
UTCX	49731	95/12	C214	LO
UTCX	49732	95/12	C214	LO
UTCX	49733	95/12	C214	LO
UTCX	49734	95/12	C214	LO
UTCX	49735	95/12	C214	LO
UTCX	49736	95/12	C214	LO
UTCX	49737	95/12	C214	LO
UTCX	49738	95/12	C214	LO
UTCX	49739	95/12	C214	LO
UTCX	49740	95/12	C214	LO
UTCX	49741	95/12	C214	LO
UTCX	49742	95/12	C214	LO

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	49743	95/12	C214	LO
UTCX	49744	95/12	C214	LO
UTCX	49745	95/12	C214	LO
UTCX	49746	95/12	C214	LO
UTCX	49747	95/12	C214	LO
UTCX	49748	95/12	C214	LO
UTCX	49749	95/12	C214	LO
UTCX	49750	95/12	C214	LO
UTCX	49751	95/12	C214	LO
UTCX	49752	96/01	C214	LO
UTCX	49753	95/12	C214	LO
UTCX	49754	95/12	C214	LO
UTCX	49755	95/12	C214	LO
UTCX	49756	95/12	C214	LO
UTCX	49757	95/12	C214	LO
UTCX	49758	95/12	C214	LO
UTCX	49759	95/12	C214	LO
UTCX	49760	95/12	C214	LO
UTCX	49761	95/12	C214	LO
UTCX	49762	95/12	C214	LO
UTCX	49763	95/12	C214	LO
UTCX	49764	95/12	C214	LO
UTCX	49765	95/12	C214	LO
UTCX	49766	95/12	C214	LO
UTCX	49767	95/12	C214	LO
UTCX	49768	95/12	C214	LO
UTCX	49769	95/12	C214	LO
UTCX	49770	95/12	C214	LO
UTCX	49771	95/12	C214	LO
UTCX	49772	95/12	C214	LO
UTCX	49773	95/12	C214	LO
UTCX	49774	95/12	C214	LO
UTCX	49775	95/12	C214	LO
UTCX	49776	95/12	C214	LO
UTCX	49777	95/12	C214	LO
UTCX	49778	95/12	C214	LO
UTCX	49779	95/12	C214	LO
UTCX	49780	95/12	C214	LO
UTCX	49781	95/12	C214	LO

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	49782	95/12	C214	LO
UTCX	49783	95/12	C214	LO
UTCX	49784	95/12	C214	LO
UTCX	49785	95/12	C214	LO
UTCX	49786	95/12	C214	LO
UTCX	49787	95/12	C214	LO
UTCX	49788	95/12	C214	LO
UTCX	49789	95/12	C214	LO
UTCX	49790	95/12	C214	LO
UTCX	49791	95/12	C214	LO
UTCX	49792	95/12	C214	LO
UTCX	49793	95/12	C214	LO
UTCX	49794	95/12	C214	LO
UTCX	49795	95/12	C214	LO
UTCX	49796	95/12	C214	LO
UTCX	49797	95/12	C214	LO
UTCX	49798	95/12	C214	LO
UTCX	49799	95/12	C214	LO
UTCX	49800	95/12	C214	LO
UTCX	49801	95/12	C214	LO
UTCX	49802	95/12	C214	LO
UTCX	49803	95/12	C214	LO
UTCX	49804	95/12	C214	LO
UTCX	49805	96/01	C214	LO
UTCX	49806	96/01	C214	LO
UTCX	49807	96/01	C214	LO
UTCX	49808	96/01	C214	LO
UTCX	49809	96/01	C214	LO
UTCX	49810	96/01	C214	LO
UTCX	49811	96/01	C214	LO
UTCX	49812	96/01	C214	LO
UTCX	49813	96/01	C214	LO
UTCX	49814	96/01	C214	LO
UTCX	49965	96/01	C214	LO
UTCX	49966	96/01	C214	LO
UTCX	49967	96/01	C214	LO
UTCX	49968	96/01	C214	LO
UTCX	49969	96/01	C214	LO
UTCX	49970	96/01	C214	LO

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	49971	96/01	C214	LO
UTCX	49972	96/01	C214	LO
UTCX	49973	96/01	C214	LO
UTCX	49974	96/01	C214	LO
UTCX	49975	96/01	C214	LO
UTCX	49976	96/01	C214	LO
UTCX	49977	96/01	C214	LO
UTCX	49978	96/01	C214	LO
UTCX	49979	96/01	C214	LO
UTCX	49980	96/01	C214	LO
UTCX	49981	96/01	C214	LO
UTCX	49982	96/01	C214	LO
UTCX	49983	96/01	C214	LO
UTCX	49984	96/01	C214	LO
UTCX	49985	96/01	C214	LO
UTCX	49986	96/01	C214	LO
UTCX	49987	96/01	C214	LO
UTCX	49988	96/01	C214	LO
UTCX	49989	96/01	C214	LO
UTCX	49990	96/01	C214	LO
UTCX	49991	96/01	C214	LO
UTCX	49992	96/01	C214	LO
UTCX	49993	96/01	C214	LO
UTCX	49994	96/01	C214	LO
UTCX	49995	96/01	C214	LO
UTCX	49996	96/01	C214	LO
UTCX	49997	96/01	C214	LO
UTCX	49998	96/01	C214	LO
UTCX	49999	96/01	C214	LO
UTCX	50000	96/01	C214	LO
UTCX	50001	96/01	C214	LO
UTCX	50002	96/01	C214	LO
UTCX	50003	96/01	C214	LO
UTCX	50004	96/01	C214	LO
UTCX	50005	96/01	C214	LO
UTCX	50006	96/01	C214	LO
UTCX	50007	96/01	C214	LO
UTCX	50008	96/01	C214	LO
UTCX	50009	96/01	C214	LO

nion Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	50010	96/01	C214	LO
UTCX	50011	96/01	C214	LO
UTCX	50012	96/01	C214	LO
UTCX	50013	96/01	C214	LO
UTCX	50014	96/01	C214	LO
UTCX	50015	96/01	C214	LO
UTCX	50016	96/01	C214	LO
UTCX	50017	96/01	C214	LO
UTCX	50018	96/01	C214	LO
UTCX	50019	96/01	C214	LO
UTCX	50020	96/01	C214	LO
UTCX	50021	96/01	C214	LO
UTCX	50022	96/01	C214	LO
UTCX	50023	96/01	C214	LO
UTCX	50024	96/01	C214	LO
UTCX	50025	96/01	C214	LO
UTCX	50026	96/01	C214	LO
UTCX	50027	96/01	C214	LO
UTCX	50028	96/01	C214	LO
UTCX	50084	96/02	C214	LO
UTCX	50085	96/02	C214	LO
UTCX	50086	96/01	C214	LO
UTCX	50087	96/01	C214	LO
UTCX	50088	96/02	C214	LO
UTCX	50089	96/02	C214	LO
UTCX	50090	96/02	C214	LO
UTCX	50091	96/01	C214	LO
UTCX	50092	96/02	C214	LO
UTCX	50093	96/02	C214	LO
UTCX	50094	96/02	C214	LO
UTCX	50095	96/02	C214	LO
UTCX	50096	96/01	C214	LO
UTCX	50097	96/02	C214	LO
UTCX	50098	96/02	C214	LO
UTCX	50099	96/01	C214	LO
UTCX	50100	96/01	C214	LO
UTCX	50101	96/01	C214	LO
UTCX	50102	96/01	C214	LO
UTCX	50103	96/01	C214	LO

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	50104	96/01	C214	LO
UTCX	50105	96/01	C214	LO
UTCX	50106	96/02	C214	LO
UTCX	50107	96/01	C214	LO
UTCX	50108	96/01	C214	LO
UTCX	50109	96/01	C214	LO
UTCX	50110	96/01	C214	LO
UTCX	50111	96/01	C214	LO
UTCX	50112	96/01	C214	LO
UTCX	50113	96/01	C214	LO
UTCX	50114	96/01	C214	LO
UTCX	50115	96/01	C214	LO
UTCX	50116	96/01	C214	LO
UTCX	50117	96/02	C214	LO
UTCX	50118	96/02	C214	LO
UTCX	50119	96/02	C214	LO
UTCX	50120	96/02	C214	LO
UTCX	50121	96/02	C214	LO
UTCX	50122	96/01	C214	LO
UTCX	50123	96/02	C214	LO
UTCX	50124	96/02	C214	LO
UTCX	50125	96/02	C214	LO
UTCX	50126	96/02	C214	LO
UTCX	50127	96/02	C214	LO
UTCX	50128	96/02	C214	LO
UTCX	50129	96/02	C214	LO
UTCX	50130	96/02	C214	LO
UTCX	50131	96/02	C214	LO
UTCX	50132	96/02	C214	LO
UTCX	50133	96/02	C214	LO
UTCX	50134	96/02	C214	LO
UTCX	50135	96/02	C214	LO
UTCX	50136	96/02	C214	LO
UTCX	50137	96/02	C214	LO
UTCX	50138	96/02	C214	LO
UTCX	50139	96/02	C214	LO
UTCX	50140	96/02	C214	LO
UTCX	50141	96/02	C214	LO
UTCX	50142	96/02	C214	LO

Union Tank Car Company

Schedule I

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UTCX	50143	96/02	C214	LO
UTCX	50144	96/02	C214	LO
UTCX	50145	96/02	C214	LO
UTCX	50146	96/02	C214	LO
UTCX	50147	96/02	C214	LO
UTCX	50148	96/02	C214	LO
UTCX	50149	96/02	C214	LO
UTCX	50150	96/02	C214	LO
UTCX	50151	96/02	C214	LO
UTCX	50152	96/02	C214	LO
UTCX	50153	96/02	C214	LO
UNPX	128186	95/11	C712	LO
UNPX	128187	95/11	C712	LO
UNPX	128188	95/11	C712	LO
UNPX	128189	95/11	C712	LO
UNPX	128190	95/12	C712	LO
UNPX	128191	95/12	C712	LO
UNPX	128192	95/12	C712	LO
UNPX	128193	95/12	C712	LO
UNPX	128194	95/12	C712	LO
UNPX	128195	95/12	C712	LO
UNPX	128196	95/12	C712	LO
UNPX	128197	95/12	C712	LO
UNPX	128198	95/12	C712	LO
UNPX	128199	95/12	C712	LO
UNPX	128200	95/12	C712	LO
UNPX	128231	96/02	C712	LO
UNPX	128232	96/02	C712	LO
UNPX	128233	96/02	C712	LO
UNPX	128234	96/02	C712	LO
UNPX	128235	96/02	C712	LO
UNPX	128236	96/02	C712	LO
UNPX	128237	96/02	C712	LO
UNPX	128238	96/02	C712	LO
UNPX	128239	96/02	C712	LO
UNPX	128240	96/02	C712	LO
UNPX	128241	96/02	C712	LO
UNPX	128242	96/02	C712	LO
UNPX	128243	96/02	C712	LO

Union Tank Car Company**Schedule I**

Road Mark	Car Number	Built Date	AAR Code	DOT Class
UNPX	128244	96/02	C712	LO
UNPX	128245	96/02	C712	LO
UNPX	128246	96/02	C712	LO
UNPX	128247	96/02	C712	LO
UNPX	128248	96/02	C712	LO
UNPX	128249	96/02	C712	LO
UNPX	128250	96/03	C712	LO
UNPX	128251	96/03	C712	LO
UNPX	128252	96/03	C712	LO
UNPX	128253	96/03	C712	LO
UNPX	128254	96/03	C712	LO
UNPX	128255	96/03	C712	LO
UNPX	128256	96/03	C712	LO
UNPX	128257	96/03	C712	LO
UNPX	128258	96/03	C712	LO
UNPX	128259	96/03	C712	LO
UNPX	128260	96/03	C712	LO
UNPX	128261	96/03	C712	LO
UNPX	128262	96/03	C712	LO
UNPX	128263	96/04	C712	LO
UNPX	128264	96/04	C712	LO
UNPX	128265	96/04	C712	LO
UNPX	128266	96/04	C712	LO
UNPX	128267	96/04	C712	LO
UNPX	128268	96/04	C712	LO
UNPX	128269	96/04	C712	LO
UNPX	128270	96/04	C712	LO
UNPX	128271	96/04	C712	LO
UNPX	128272	96/04	C712	LO
Total Hopper Cars			534	

1996-A 6.94% EQUIPMENT NOTE, SERIES A-1

(Secured by, among others, Lease Obligations of
Union Tank Car Company)

Issued in Connection with Certain Railroad Rolling Stock

No. 1

Chicago, Illinois
May 29, 1996

\$20,251.000

State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity, but solely as owner trustee (herein in such capacity called the "*Owner Trustee*") under that certain Trust Agreement (UTC Trust No. 1996-A) (L-14F), dated May 29, 1996, as from time to time supplemented and amended (herein called the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and the institution referred to therein as the "*Owner Participant*", hereby promises to pay to The First National Bank of Chicago, or registered assigns, the principal sum of Twenty Million Two Hundred Fifty-One Thousand Dollars (\$20,251,000) in lawful currency of the United States of America, in installments payable on the dates set forth in Exhibit A hereto, commencing January 2, 1999, and thereafter to and including January 2, 2005, each such installment to be in an amount equal to the corresponding percentage (if any) of the remaining principal amount hereof set forth in Exhibit A hereto, together with interest thereon on the amount of such principal amount remaining unpaid from time to time from and including the date hereof until such principal amount shall be due and payable, payable on January 2, 1997 and on each July 2 and January 2 thereafter to the maturity date hereof at the rate of 6.94% per annum (computed on the basis of a 360-day year of twelve 30-day months). Interest on any overdue principal and (to the extent legally enforceable) on overdue interest shall be paid from the due date thereof at the rate of 8.94% per annum (computed on the basis of a 360-day year of twelve 30-day months), payable on demand.

All payments of principal and interest and Make-Whole Amount, if any, to be made hereunder and under the Trust Indenture and Security Agreement (UTC Trust No. 1996-A) (L-14F), dated May 29, 1996, as from time to time amended and supplemented (herein called the "*Indenture*", the defined terms therein not otherwise defined herein being used herein with the same meanings), between the Owner Trustee and The First National Bank of Chicago, as Indenture Trustee thereunder for the holder of this Equipment Note and the holders of other Equipment Notes outstanding thereunder (herein in such capacity called the "*Indenture Trustee*") shall be made only from the income and proceeds from the Indenture Estate and only to the extent that the Indenture Trustee shall have sufficient income or proceeds from the Indenture Estate to make such payments in accordance with the terms of Article III of the Indenture. Each holder hereof, by its acceptance of this Equipment Note, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to the holder hereof as provided in the Indenture and that none of the Owner Trustee, the Owner Participant, the Indenture Trustee or their permitted successors and assigns is or shall be personally liable to the holder hereof for any amount payable under this Equipment Note or the Indenture or, except as expressly provided in the Participation Agreement or the Indenture, for any liability under the Participation Agreement or (in the case of the Owner Trustee or the Indenture Trustee) the Indenture.

Payments with respect to the principal amount hereof, Make-Whole Amount, if any, and interest thereon shall be payable in U.S. dollars in immediately available funds at the principal bond and trustee administration office of the Indenture Trustee, or as otherwise provided in the Indenture. Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Equipment Note. Whenever the date scheduled for any payment to be made hereunder or under the Indenture shall not be a Business Day, then such payment need not be made on such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

Each holder hereof, by its acceptance of this Equipment Note, agrees that each payment received by it hereunder shall be applied, first, to the payment of accrued but unpaid interest on this Equipment Note then due, second, to the payment of the unpaid principal amount of this Equipment Note then due, third, to the payment of any Make-Whole Amount then due, and fourth, to the payment of the remaining outstanding principal amount of this Equipment Note; *provided*, that the Owner Trustee may only prepay this Equipment Note as provided in Sections 2.10, 3.02 and 3.03 of the Indenture.

This Equipment Note is one of the Equipment Notes referred to in the Indenture which have been or are to be issued by the Owner Trustee pursuant to the terms of the Indenture and relates to the Units described in Lease Supplement No. 1. The Indenture Estate is held by the Indenture Trustee as security for the Equipment Notes. Reference is hereby made to the Indenture for a statement of the rights of the holder of, and the nature and extent of the security for, this Equipment Note, as well as for a statement of the terms and conditions of the trusts created by the Indenture, to all of which terms and conditions in the Indenture each holder hereof agrees by its acceptance of this Equipment Note.

This Equipment Note is not subject to redemption or prepayment except as provided in Sections 2.10, 3.02 and 3.03 of the Indenture. This Equipment Note is subject to purchase by the Owner Trustee without a Make-Whole Amount as provided in Section 5.04(b) of the Indenture. The holder hereof, by its acceptance of this Equipment Note, agrees to be bound by said provisions.

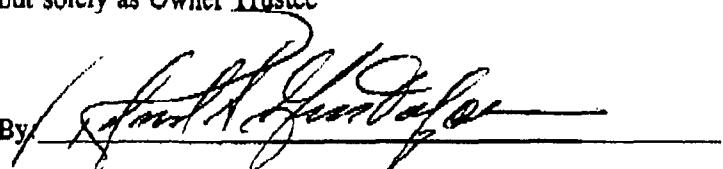
This Equipment Note is a registered Equipment Note and is transferable, as provided in the Indenture, only upon surrender of this Equipment Note for registration of transfer duly endorsed by, or accompanied by a written statement of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing. Prior to the due presentation for registration of transfer of this Equipment Note, the Owner Trustee and the Indenture Trustees may deem and treat the registered holder of this Equipment Note as the absolute owner and holder hereof for the purpose of receiving payment of all amounts payable with respect hereto and for all other purposes and shall not be affected by any notice to the contrary.

THIS EQUIPMENT NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT. THIS EQUIPMENT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee by manual signature, this Equipment Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

In Witness Whereof, the Owner Trustee has caused this Equipment Note to be executed by one of its authorized officers as of the date hereof.

State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity,
but solely as Owner Trustee

By /s/ 

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Equipment Notes referred to in the within-mentioned Indenture.

The First National Bank of Chicago,
as Indenture Trustee

By: _____
Authorized Officer

EQUIPMENT NOTE A-1

<u>INSTALLMENT PAYMENT DATE</u>	<u>INSTALLMENT PERCENTAGE</u>
January 2, 1999	1.549004987%
July 2, 1999	2.637607449%
January 2, 2000	13.040133080%
January 2, 2001	15.640552092%
January 2, 2002	24.287616571%
January 2, 2003	29.253085901%
January 2, 2004	49.278562201%
January 2, 2005	100.000000000%

EXHIBIT B-1

1996-A 7.21% EQUIPMENT NOTE, SERIES A-2

(Secured by, among others, Lease Obligations of
Union Tank Car Company)

Issued in Connection with Certain Railroad Rolling Stock

No. 2

Chicago, Illinois
May 29, 1996

\$38,512,000

State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity, but solely as owner trustee (herein in such capacity called the "Owner Trustee") under that certain Trust Agreement (UTC Trust No. 1996-A) (L-14F), dated May 29, 1996, as from time to time supplemented and amended (herein called the "Trust Agreement"), between the Owner Trustee in its individual capacity and the institution referred to therein as the "Owner Participant", hereby promises to pay to The First National Bank of Chicago, or registered assigns, the principal sum of Thirty-Eight Million Five Hundred Twelve Thousand Dollars (\$38,512,000) in lawful currency of the United States of America, in installments payable on the dates set forth in Exhibit A hereto, commencing July 2, 2006, and thereafter to and including January 2, 2012, each such installment to be in an amount equal to the corresponding percentage (if any) of the remaining principal amount hereof set forth in Exhibit A hereto, together with interest thereon on the amount of such principal amount remaining unpaid from time to time from and including the date hereof until such principal amount shall be due and payable, payable on January 2, 1997 and on each July 2 and January 2 thereafter to the maturity date hereof at the rate of 7.21% per annum (computed on the basis of a 360-day year of twelve 30-day months). Interest on any overdue principal and (to the extent legally enforceable) on overdue interest shall be paid from the due date thereof at the rate of 9.21% per annum (computed on the basis of a 360-day year of twelve 30-day months), payable on demand.

All payments of principal and interest and Make-Whole Amount, if any, to be made hereunder and under the Trust Indenture and Security Agreement (UTC Trust No. 1996-A) (L-14F), dated May 29, 1996, as from time to time amended and supplemented (herein called the "Indenture", the defined terms therein not otherwise defined herein being used herein with the same meanings), between the Owner Trustee and The First National Bank of Chicago, as Indenture Trustee thereunder for the holder of this Equipment Note and the holders of other Equipment Notes outstanding thereunder (herein in such capacity called the "Indenture Trustee") shall be made only from the income and proceeds from the Indenture Estate and only to the extent that the Indenture Trustee shall have sufficient income or proceeds from the Indenture Estate to make such payments in accordance with the terms of Article III of the Indenture. Each holder hereof, by its acceptance of this Equipment Note, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to the holder hereof as provided in the Indenture and that none of the Owner Trustee, the Owner Participant, the Indenture Trustee or their permitted successors and assigns is or shall be personally liable to the holder hereof for any amount payable under this Equipment Note or the Indenture or, except as expressly provided in the Participation Agreement or the Indenture, for any liability under the Participation Agreement or (in the case of the Owner Trustee or the Indenture Trustee) the Indenture.

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Payments with respect to the principal amount hereof, Make-Whole Amount, if any, and interest thereon shall be payable in U.S. dollars in immediately available funds at the principal bond and trustee administration office of the Indenture Trustee, or as otherwise provided in the Indenture. Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Equipment Note. Whenever the date scheduled for any payment to be made hereunder or under the Indenture shall not be a Business Day, then such payment need not be made on such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

Each holder hereof, by its acceptance of this Equipment Note, agrees that each payment received by it hereunder shall be applied, first, to the payment of accrued but unpaid interest on this Equipment Note then due, second, to the payment of the unpaid principal amount of this Equipment Note then due, third, to the payment of any Make-Whole Amount then due, and fourth, to the payment of the remaining outstanding principal amount of this Equipment Note; *provided*, that the Owner Trustee may only prepay this Equipment Note as provided in Sections 2.10, 3.02 and 3.03 of the Indenture.

This Equipment Note is one of the Equipment Notes referred to in the Indenture which have been or are to be issued by the Owner Trustee pursuant to the terms of the Indenture and relates to the Units described in Lease Supplement No. 1. The Indenture Estate is held by the Indenture Trustee as security for the Equipment Notes. Reference is hereby made to the Indenture for a statement of the rights of the holder of, and the nature and extent of the security for, this Equipment Note, as well as for a statement of the terms and conditions of the trusts created by the Indenture, to all of which terms and conditions in the Indenture each holder hereof agrees by its acceptance of this Equipment Note.

This Equipment Note is not subject to redemption or prepayment except as provided in Sections 2.10, 3.02 and 3.03 of the Indenture. This Equipment Note is subject to purchase by the Owner Trustee without a Make-Whole Amount as provided in Section 5.04(b) of the Indenture. The holder hereof, by its acceptance of this Equipment Note, agrees to be bound by said provisions.

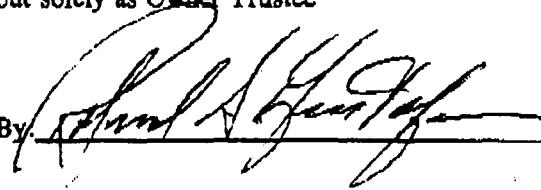
This Equipment Note is a registered Equipment Note and is transferable, as provided in the Indenture, only upon surrender of this Equipment Note for registration of transfer duly endorsed by, or accompanied by a written statement of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing. Prior to the due presentation for registration of transfer of this Equipment Note, the Owner Trustee and the Indenture Trustee may deem and treat the registered holder of this Equipment Note as the absolute owner and holder hereof for the purpose of receiving payment of all amounts payable with respect hereeto and for all other purposes and shall not be affected by any notice to the contrary.

THIS EQUIPMENT NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT. THIS EQUIPMENT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee by manual signature, this Equipment Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

In Witness Whereof, the Owner Trustee has caused this Equipment Note to be executed by one of its authorized officers as of the date hereof.

State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity,
but solely as Owner Trustee

By: 

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Equipment Notes referred to in the within-mentioned Indenture.

The First National Bank of Chicago,
as Indenture Trustee

By: _____
Authorized Officer

EQUIPMENT NOTE A-2

<u>INSTALLMENT PAYMENT DATE</u>	<u>INSTALLMENT PERCENTAGE</u>
July 2, 2006	5.945479331%
January 2, 2007	15.516082118%
January 2, 2008	19.739379177%
January 2, 2009	26.433654325%
January 2, 2010	38.619284688%
January 2, 2011	62.209366542%
July 2, 2011	13.810521343%
January 2, 2012	100.000000000%